


To: The Honorable Mayor and Council Members

From: Alberto Destrade, Interim Purchasing Manager 

Date: November 10, 2015

RE: **A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA, AUTHORIZING THE INTERIM CITY MANAGER TO ISSUE PURCHASE ORDERS TO GENUINE PARTS COMPANY/NAPA INTEGRATED BUSINESS SOLUTIONS, PIGGYBACKING AN AGREEMENT AWARD PURSUANT TO THE NATIONAL JOINT POWERS ALLIANCE (NJPA) AUTO AND TRUCK PARTS WITH RELATED AUTO AND TRUCK EQUIPMENT, ACCESSORIES, SUPPLIES, AND SERVICES – REQUEST FOR PROPOSAL #031212, AS NECESSARY TO MAINTAIN AND IMPROVE THE CITY'S VEHICLE FLEET, ON AN AS-NEEDED BASIS, AT A COST NOT TO EXCEED ONE HUNDRED SIXTY THOUSAND DOLLARS (\$160,000.00) FOR A PERIOD OF TWO (2) YEARS; PROVIDING FOR AN EFFECTIVE DATE AND FOR ALL OTHER PURPOSES.**

RECOMMENDATION

Staff is requesting that the Mayor and City Council hereby authorize the Interim City Manager to issue purchase orders to Genuine Parts Company/NAPA Integrated Business Solutions (NAPA) by piggybacking on a contract awarded to NAPA on April 12, 2012 by the National Joint Powers Alliance (NJPA) as a result of Request For Proposals #031212, to procure auto and truck parts, and related equipment, for a two-year period at a not-to-exceed amount of \$160,000.

BACKGROUND

The NJPA is a municipal government service cooperative that serves government and education agencies nationally through competitively bid and awarded contract purchasing solutions. Over 40,000 member agencies (including the City of North Miami) can benefit from the collective volume and competitive pricing offered by the cooperative contracts awarded by the NJPA.

In response to a national solicitation and resulting competitive bid and evaluation process, NAPA was awarded a contract by NJPA on April 12, 2012 to provide auto and truck parts and equipment, accessories, supplies and related services. As a member agency, the City is able to take advantage

of the economies of scale offered through the nationally competitive prices contained in NAPA's contract.

In order to ensure the availability and continuity of parts and services needed to properly maintain the City's vehicle fleet inventory on a cost-effective basis for day-to-day operations, staff recommends that the Mayor and City Council approve the proposed piggyback of the NJPA contract awarded to NAPA.

FUNDING SOURCE

The funding source for this contract is allocated from the City's utility fund. It is estimated that the amount spent by the City for these services is approximately \$80,000 annually; however, the proposed Resolution would cap the overall expenditures to a not-to-exceed amount of \$160,000.

ATTACHMENT(S)

NJPA Contract #031212 Awarded To NAPA

NJPA RFP #031212 – Vendor Proposal Evaluation Form

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA, AUTHORIZING THE INTERIM CITY MANAGER TO ISSUE PURCHASE ORDERS TO GENUINE PARTS COMPANY/NAPA INTEGRATED BUSINESS SOLUTIONS, PIGGYBACKING AN AGREEMENT AWARD PURSUANT TO THE NATIONAL JOINT POWERS ALLIANCE (NJPA) AUTO AND TRUCK PARTS WITH RELATED AUTO AND TRUCK EQUIPMENT, ACCESSORIES, SUPPLIES, AND SERVICES – REQUEST FOR PROPOSAL #031212, AS NECESSARY TO MAINTAIN AND IMPROVE THE CITY'S VEHICLE FLEET, ON AN AS-NEEDED BASIS, AT A COST NOT TO EXCEED ONE HUNDRED SIXTY THOUSAND DOLLARS (\$160,000.00) FOR A PERIOD OF TWO (2) YEARS; PROVIDING FOR AN EFFECTIVE DATE AND FOR ALL OTHER PURPOSES.

WHEREAS, the City of North Miami ("City") requires fleet-related maintenance equipment, supplies, and related services ("Services") to maintain its fleet inventory in good repair and in proper service condition, as a critical element for City administration and for day-to-day operations; and

WHEREAS, the National Joint Powers Alliance ("NJPA") is a Municipal Government Service Cooperative created by the State of Minnesota Statute § 123A.21, with the directive and commitment to offer cooperative procurement services to cities, counties, governmental agencies, public and private educational agencies and non-profit organizations in all fifty (50) states; and

WHEREAS, on April 12, 2012, the NJPA issued a contract award under *Auto and Truck Parts with Related Auto and Truck Equipment, Accessories, Supplies, and Services – Request For Proposal #031212* ("RFP") for the provision of Services under a contract to qualifying proposers meeting or exceeding NJPA requirements, at a competitive price reflective of the potential and collective volume of the NJPA's membership base; and

WHEREAS, Genuine Parts Company/NAPA Integrated Business Solutions, was competitively selected by the NJPA for the provision of Services, in accordance with the terms, conditions and specifications contained in the RFP; and

WHEREAS, faced with a growing demand for public services, the City is in constant need of maintaining and updating its vehicle fleet infrastructure, in order to continue to function efficiently and diligently as a public entity; and

WHEREAS, on October 23, 2007, the Mayor and City Council of the City of North Miami adopted Ordinance No. 1244, authorizing the City Manager to approve the purchase of supplies, goods and or services from current contracts of other governmental entities and cooperatives (“Piggyback”), such as the NJPA; and

WHEREAS, in accordance with Ordinance No. 1244, the City administration respectfully requests that the Mayor and City Council authorize the City Manager to execute purchase orders, on an as needed basis for the provision of Services, based on a competitive price to the City.

NOW THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA:

Section 1. **Authority of Interim City Manager.** The Mayor and City Council of the City of North Miami, Florida, hereby authorize the Interim City Manager to issue purchase orders to Genuine Parts Company/NAPA Integrated Business Solutions, piggybacking an agreement award pursuant to the National Joint Powers Alliance (NJPA) *Auto and Truck Parts with Related Auto and Truck Equipment, Accessories, Supplies, and Services – Request For Proposal #031212*, as necessary to maintain and improve the City’s vehicle fleet, on an as-needed basis, at a cost not to exceed One Hundred Sixty Thousand Dollars (\$160,000.00) for a period of two (2) years.

Section 2. **Effective Date.** This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED by a _____ vote of the Mayor and City Council of the City of North Miami, Florida, this ____ day of _____, 2015.

DR. SMITH JOSEPH
MAYOR

ATTEST:

MICHAEL A. ETIENNE, ESQ.
CITY CLERK

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

ROLAND C. GALDOS, ESQ.
INTERIM CITY ATTORNEY

SPONSORED BY: CITY ADMINISTRATION

Moved by: _____

Seconded by: _____

Vote:

Mayor Smith Joseph, D.O., Pharm. D.
Vice Mayor Carol Keys, Esq.
Councilman Scott Galvin
Councilman Philippe Bien-Aime
Councilman Alix Desulme

_____	(Yes)	_____	(No)
_____	(Yes)	_____	(No)
_____	(Yes)	_____	(No)
_____	(Yes)	_____	(No)
_____	(Yes)	_____	(No)

Vendor Agreement #031212-GPC (Agreement) Between

GENUINE PARTS COMPANY (Awarded Vendor)
2999 Circle 75 Parkway
Atlanta, GA 30334
AND
NATIONAL JOINT POWERS ALLIANCE® (NJPA)
202 12th ST NE
Staples, MN 56479

Whereas; NJPA issued an Request for Proposal #031212 (RFP) for the provision of AUTO AND TRUCK PARTS WITH RELATED AUTO AND TRUCK EQUIPMENT, ACCESSORIES, SUPPLIES AND SERVICES to NJPA and NJPA Members nationwide; and

Whereas; GENUINE PARTS COMPANY responded to said RFP committing to the provision of AUTO AND TRUCK PARTS WITH RELATED AUTO AND TRUCK EQUIPMENT, ACCESSORIES, SUPPLIES AND SERVICES to NJPA and NJPA Members; and

Whereas; NJPA has awarded the contract proposed in the RFP, which is identified as NJPA contract 031212-GPC (the Contract), to Awarded Vendor, and

Whereas; NJPA and Awarded Vendor desire to further define their relationship under the Contract as contained herein.

Now therefore; In consideration of the mutual covenants contained herein, IT IS HEREBY AGREED BETWEEN THE PARTIES AS FOLLOWS:

The effective date of this Agreement shall be APRIL 12, 2012.

ARTICLE 1. PURPOSE AND INTENT

1.1 The purpose and intent of this Agreement is to:

1.1.1 Augment the terms and conditions of the Contract #031212-GPC originally identified in the RFP, the Awarded Vendor's responses and modifications contained in Form C of the Awarded Vendor's bid response (all of which are hereby incorporated into this Agreement by this reference) ,

1.1.2 Identify specific marketing and sales training responsibilities for both NJPA and Awarded Vendor, and

1.1.3 To finalize the administration fee to be paid by the Awarded Vendor to NJPA.

ARTICLE 2. TERMS AND CONDITIONS

2.1 NJPA and Awarded Vendor agree to the terms and conditions contained in RFP #031212, the Awarded Vendor's responses AND the exceptions to those terms and conditions identified in Form C of Awarded Vendor's bid response EXCEPT as identified herein:

No further exceptions made.

ARTICLE 3. AWARDED VENDOR MARKETING RESPONSIBILITIES

3.1 Sales Force Training.

3.1.1 Awarded Vendor will be responsible for the facilitation of training for Awarded Vendor's appropriate sales force members, appropriate vendor's manufacturers' sales forces and appropriate levels of management by NJPA with regard to the use and value of the Contract.

3.1.2 Awarded Vendor will be responsible for facilitation of training their appropriate sales force and appropriate levels of management by Awarded Vendor regarding internal matters relevant to the Contract including, but not limited to, order process, product delivery, and funds flow.

3.1.3 Awarded Vendor will be responsible for identifying and organizing follow-up training(s) on these subjects as needed.

3.1.4 Awarded Vendor agrees to facilitate the meeting of specific appropriate marketing individual(s) to meet and plan overall marketing goals and initiatives.

3.1.5 Awarded Vendor will be responsible to allow opportunities for NJPA staff to meet with appropriate management and appropriate sales level staff of Awarded Vendor at national and regional functions.

3.2 Trade Shows.

3.2.1 Awarded Vendor will strongly consider exhibiting at the following national trade shows environments in cooperation with NJPA:

AASA	American Association of School Administrators	February
NAEP	National Association of Education Procurement	March
I-ASBO	International Association of School Business Officials	September
NACO	National Association of Counties	July
NIGP	National Institute of Government Purchasing	August

Participation will generally be through a display booth setting where Awarded Vendor will be responsible for the provision of personnel, marketing material, and equipment for the purposes of promoting this contract at various defined trade shows. Awarded Vendor will be responsible for co-branding marketing material distributed at these shows in the name of Awarded Vendor and NJPA. Awarded Vendor may request waiver of participation in any trade show Awarded Vendor feels is inapplicable to their Contract.

3.2.2 Awarded Vendor will give strong consideration to attending and displaying at additional trade shows recommended by NJPA.

3.3 Marketing Material.

3.3.1 Awarded Vendor will be responsible for creating, and up-dating as needed, marketing material co-branded by both Awarded Vendor and NJPA in both print and electronic forms for disbursement through various appropriate channels, such as the NJPA Cooperative Purchasing catalog, or as agreed to by both parties. Any such marketing materials or any notification or description of the Contract distributed by NJPA to Members shall be approved in advance by Awarded Vendor.

3.3.2 Awarded Vendor shall be granted use of the NJPA trademarks, service marks, logos, name or any other proprietary description of NJPA, whether registered or unregistered, subject to NJPA's prior approval. In addition, Awarded Vendor shall be

entitled to inform, both orally and in printed form, any and all prospects that Awarded Vendor has a contractual benefit relationship with NJPA for the purposes of serving NJPA members.

3.3.3 NJPA membership listings provided as a result of the Contract and this Agreement shall be confidentially used by Awarded Vendor and not disseminated to its customers or the business community.

3.4 Contract operations and delivery.

3.4.1 Awarded Vendor will be responsible for processing orders for contracted products and services requested from qualified and participating NJPA Members.

3.4.2 Awarded Vendor will be responsible for submitting calendar quarterly reports to NJPA showing the gross sales for each Participating NJPA Member or qualified Member sold during a quarterly time frame. (Article 6 - 6.1)

3.4.3 Awarded Vendor will be responsible to pay NJPA an administrative fee as defined herein.

3.4.4 Awarded Vendor will be responsible for maintaining current product/service and price lists with NJPA according to the terms and conditions of the Contract

3.4.5 Awarded Vendor will be responsible for delivering technical assistance and education regarding the products/services purchased through the RFP and resulting Contract.

3.4.6 Awarded Vendor will be responsible for offering and promoting the Program and Contract to all current and qualified NJPA members.

ARTICLE 4. NJPA ADMINSTRATIVE/ MARKETING RESPONSIBILITIES

4.1 Sales Force Training.

4.1.1 NJPA will work with Awarded Vendor to identify the appropriate levels of management as well as the Awarded Vendor's sales force to be trained in the use and effectiveness of the Contract.

4.1.2 NJPA will provide personnel to train identified individuals in the use and effectiveness of the Contract in person on Awarded Vendor's site, or through webcast or webinar, where reasonable efficiencies of such training can be achieved.

4.1.3 NJPA will work with Awarded Vendor to identify ongoing training needs.

4.2 Trade Shows.

4.2.1 NJPA will work with Awarded Vendor to identify appropriate trade show venues for the promotion of the Contract.

4.3 Marketing Material.

4.3.1 NJPA will be responsible for assisting in the development of marketing brochures, as well as providing general support, retention, and assistance in the marketing of the program.

4.3.2 NJPA shall not use the trademarks, service marks, logo, name or any other proprietary description of Awarded Vendor, whether registered or unregistered, without Awarded Vendor's prior approval.

Form G

AUTO AND TRUCK PARTS WITH RELATED AUTO AND TRUCK EQUIPMENT, ACCESSORIES, SUPPLIES, AND SERVICES

Possible Points	AutoFlex, Inc.	Bio Solutions, Inc.	Genuine Parts Company	Uni-Select USA, Inc.
Conformance to terms and conditions to include documentation	75	68	68	60
Pricing	300	263	273	238
Industry and Marketplace Successes	50	42	43	42
Bidder's Ability to Sell and Service Contract Nationally	100	75	90	75
Bidder's Marketing Plan	75	70	70	70
Value Added Attributes	75	70	70	68
Invoice Payment Terms and Financing Options	25	21	21	20
Warranty Coverages and Information	100	90	90	90
Selection and Variety of Products and Services Offered	200	145	178	155
Total Points	1,000	848	901	817

Bonus Points awarded for:				
Bidders "Green" characteristics	50	15	30	25
Bidders Disadvantaged Business Entity Characteristics	50	15	30	10

Overall Evaluation Points

1,100

878

897

936

832





4/4/2012

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